

ESTTA Tracking number: **ESTTA540639**

Filing date: **05/29/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92052897
Party	Defendant Galderma Laboratories, Inc.
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Signature	/Lisa N. Congleton/
Date	05/29/2013
Attachments	Registrant's Reply in Support of Motion for Summary Judgment_Redacted.pdf(1462585 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
TRADEMARK TRIAL AND APPEAL BOARD**

**Thomas Sköld**  
Petitioner,

v.

**Galderma Laboratories, Inc.**  
Registrant.

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Cancellation No.: 92052897

Mark: RESTORADERM

Reg. Nos.: 2,985,751 and 3,394,514

**REPLY IN SUPPORT OF REGISTRANT'S MOTION FOR SUMMARY JUDGMENT**

Registrant, Galderma Laboratories, Inc., hereby replies to Petitioner's Brief in Opposition to Registrant's Motion for Summary Judgment (the "Response") on the issue of Petitioner's only remaining ground in this Cancellation, namely, priority and likelihood of confusion under Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d).

**I. Introduction**

Following extensive discovery, Registrant moved for summary judgment based on a lack of evidence in support of Petitioner's claim of priority with respect to his use of the mark RESTORADERM. Petitioner was required only to come forward with specific facts supported by the record sufficient to create a genuine issue of material fact. *See Sweats Fashions Inc. v. Pannill Knitting Co. Inc.*, 4 U.S.P.Q.2d 1793, 1795 (Fed. Cir. 1987) ("Mere conclusory statements and denials do not take on dignity by placing them in affidavit form."). He failed to do so. Instead, he merely submitted evidence that (1) he coined the phrase "LipoDerm Lipoid Restoraderm Technology" for his "theory" behind a "new technology," which he hoped could be used to develop a new pharmaceutical product,<sup>1</sup> and (2) he sought to license this new technology to a company that would invest to see if such a product could even be developed.<sup>2</sup>

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<sup>1</sup> See Sköld Brief Exhibit 4, Sköld Decl., Exhibit E; Sköld Brief Exhibit 4, Sköld Decl., ¶¶ 4, 9.

<sup>2</sup> See *id.*

Rather than setting forth a cogent statement of specific facts of prior rights, or otherwise identifying a material fact in dispute, Petitioner's Response expresses his expectations, frustrations, and disappointments stemming from his business dealings with Registrant. Moreover, a significant portion of Petitioner's Response is devoted to extraneous matter relating primarily to a history of product development activities, contracts, and other business transactions between the parties following Registrant's established priority date of February 28, 2002 (the "Priority Date"), the filing date of the application maturing into Registrant's U.S. Reg. No. 2,985,751.

The Board has twice, during the course of these proceedings, found that Petitioner's contract-related claims are not proper grounds for cancellation and struck Petitioner's allegations relating thereto from the Amended Petition. Registrant, accordingly, has refrained from responding in kind by detailing its own frustrated expectations or disappointments relating to the development of Petitioner's technology, as those issues are not before the Board. Yet, the Response makes clear that Petitioner's focus still rests on his contract allegations, which have no bearing on or relevance to Petitioner's only remaining ground of cancellation.

Faced with a complete lack of evidence supporting priority, Petitioner struggled to reconcile the facts with the legal framework for establishing priority, even taking issue with Registrant's straightforward articulation of the legal standard—namely, *prior use sufficient to establish proprietary rights in the mark*—opting, instead, to characterize evidence of “selling and transporting efforts relevant to utilizing ‘Restoraderm’ as a trademark” as sufficient to establish priority. To impart any relevance to priority under Section 2(d), Petitioner resorted to phrasing, and in some cases, rephrasing his factual allegations to use fundamental terms of art like “use,” “transport,” “sale,” and “purchasing public” according to their common definitions without regard for their statutorily- or jurisprudentially-defined meanings.

For purposes of the present Motion, Registrant does not dispute the objective facts set forth in Petitioner's Response relevant to Petitioner's priority claim. Registrant disputes only the legal

conclusions drawn therefrom, including those contained in the Declarations filed in support of Petitioner's Response. Registrant even declines herein to object to the otherwise irrelevant matter relating to Petitioner's contract allegations, especially since it serves only to rebut Petitioner's legal conclusions that he used RESTORADERM in any manner, nature, type, or extent sufficient to establish priority over Registrant. The only question before the Board is the legal significance of the facts of record.

**II. The record shows that Petitioner has no evidence that he used RESTORADERM before February 28, 2002 in any manner sufficient to give rise to proprietary rights as a matter of law.**

Setting aside Petitioner's conclusory statements and irrelevant contractual matter, the record reflects that, prior to the Priority Date, "Restoraderm" was merely part of a term coined by Petitioner to refer to technology he invented for purposes of securing an agreement with a company to develop a product based on the technology.<sup>3</sup> To that end, Petitioner identified nine dermatology product companies whom he considered as potential business partners,<sup>4</sup> met with three of them (one of which was Registrant's predecessor-in-interest, CollaGenex Pharmaceuticals, Inc. ("CollaGenex")),<sup>5</sup> and, of those three, ultimately decided to collaborate with CollaGenex to (unsuccessfully) attempt to develop a product.<sup>6</sup>

In all, the record shows that Petitioner's total usage of the term RESTORADERM in connection with these activities was limited to (1) his dissemination of a one-page description of the technology, which concluded with the phrase "LipoDerm Lipoid Restoraderm Technology," to the three companies with whom he met to discuss developing a product<sup>7</sup> and (2) his transfer of samples of a base formulation

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<sup>3</sup> See Sköld Brief Exhibit 4, Sköld Decl., ¶¶ 9-10.

<sup>4</sup> See *id.*, ¶ 13.

<sup>5</sup> See *id.*, ¶¶ 4-5.

<sup>6</sup> See *id.*, ¶ 4; see also Sköld Brief Exhibit 4, Sköld Decl., Exhibit A.

<sup>7</sup> See Sköld Brief Exhibit 4, Sköld Decl., ¶ 5, Exhibit E. The record makes mention of a fourth company, Allergan, with whom Petitioner had scheduled a meeting that did not ultimately take place. See Sköld Brief Exhibit 4, Sköld Decl., ¶ 5. The record contains no support for the statement in the Response that "Sköld presented his services" to Allergan or the legal conclusion drawn in paragraph 5 of Sköld's Declaration that "In September, 2001 [he] used, with Allergan, the mark 'Restoraderm' in connection with the technology."

of the technology to CollaGenex, whether in person or by mail, in November 2001, December 2001, and January 2002.<sup>8</sup> None of the foregoing activities constitute usage of the mark RESTORADERM sufficient to defeat Registrant's priority. In fact, Petitioner's evidence contradicts such a conclusion. In the Declaration of Jeffrey S. Day, Day admitted that at the relevant time during which Petitioner alleged he established priority, the parties considered that CollaGenex had title to the mark:

"I am familiar with the negotiations between [Petitioner] and Collagenex, and I am sure that there was no expectation by Collagenex that if it declined to further develop the Restoraderm technology that it could keep title to the Restoraderm trademark."<sup>9</sup>

Day's testimony, the only non-party evidence submitted by Petitioner, clearly shows that CollaGenex owned the RESTORADERM mark in 2002. This testimony not only eviscerates Petitioner's priority claim but emphasizes that matters not in evidence or before the Board remain the crux of Petitioner's focus.

Petitioner's repetitive recitation of the foregoing facts in the form of legal conclusions does not transform Petitioner's negotiations with possible product development companies into trademark usage or any other usage that would support proprietary rights. Conclusory statements like "I transported samples" and "I used the mark" without specific facts or supporting evidence do not constitute probative evidence of usage under Section 2(d). The evidence of record, even viewed in a light most favorable to Petitioner, cannot establish priority.

**A. Prior to February 28, 2002, the term RESTORADERM was nothing more than a component of Petitioner's business proposal for the development of a product.**

The fact that Petitioner coined the term RESTORADERM to refer to technology he hoped to have someone else spend money to develop is irrelevant to the issue of priority. *See Reflange Inv. R-Con Int'l*, 17 U.S.P.Q.2d 1125, 1130 (T.T.A.B. 1990) (finding that the petitioner had priority despite the fact that the respondent coined the mark and disclosed it to the petitioner). He must establish that he made commercial usage of the mark before the Priority Date in connection with the goods and services in which

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<sup>8</sup> See Sköld Brief Exhibit 4, Sköld Decl., ¶ 6.

<sup>9</sup> See Sköld Brief Exhibit 6, Day Decl., ¶ 12 (emphasis added).

he alleges he has rights. *See id.* (“[I]t is not the act of inventing a trademark which creates prior rights . . . It is the commercial usage of a trademark which creates such rights.” (internal citations omitted)).

Neither can Petitioner establish prior use of the mark based on his mere concept or idea for a product. The record establishes that, before February 28, 2002, there were no products to which the mark could be affixed since the technology existed at that time in the form of “samples of a base formulation”;<sup>10</sup> “a developmental product”;<sup>11</sup> “samples for experimentation”;<sup>12</sup> a “vehicle”;<sup>13</sup> or simply “deliverables.”<sup>14</sup> A February 11, 2002 agreement between the parties makes clear that a final product was still being developed at that time, stating: “Sköld is developing . . . the Technology . . . and the potential Products . . . resulting there from.”<sup>15</sup>

Petitioner’s use of RESTORADERM prior to February 28, 2002 in materials directed to companies likely to have the resources to invest in the needed development process does not support priority of rights. *See Travelers Petroleum, Inc. v. Selfway, Inc.*, 195 U.S.P.Q. 578, 582 (T.T.A.B. 1977), *aff’d*, *Selfway, Inc. v. Travelers Petroleum, Inc.*, 579 F.2d 75, 198 U.S.P.Q. 271 (C.C.P.A. 1978) (finding the dissemination of a business plan in the form of a brochure to potential investors “wholly inadequate to create any awareness of the term in relation to the business he hoped to establish or the goods he hoped to sell”). The plaintiff in *Duffy v. Charles Schwab & Co.* sought to form a business partnership for purposes of offering a new financial product. His delivery of proposals to four organizations and his distribution of samples to a few companies, all identifying the proposed product as “Mutual Fund Report Card,” did not confer any proprietary rights in the designation. 54 U.S.P.Q.2d 1820, 1821, 1823-24 (D.N.J. 2000) (“The

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<sup>10</sup> *See* Petitioner’s Response, p. 4.

<sup>11</sup> *See* Sköld Brief Exhibit 2, Interrogatory Response No. 5.

<sup>12</sup> *See id.*

<sup>13</sup> *See* Sköld Brief Exhibit 4, Sköld Decl, ¶ 9.

<sup>14</sup> *See* Amended Petition ¶¶ 15, 16.

<sup>15</sup> *See* Sköld Brief Exhibit 4, Sköld Decl., Exhibit A, p. 1.

law only protects a party's goodwill and business, not a party's intention to create goodwill and business.").

Similarly, the defendant in *American Express Co. v. Goetz*, who conceived of an idea for a consumer credit card feature and developed software for that purpose, sent proposals to various credit card companies describing his concept and referring to it as "My Life, My Card." 85 U.S.P.Q.2d 1913, 1914 (2d Cir. 2008). His use of the designation in a manner not "open and notorious" only in "communications with a few commercial actors" as "a component of [the defendant's] business proposal" was not sufficient to give him priority of rights over the subsequent commercial usage by one of the companies he contacted. *Id.* at 1916-17. Likewise, Petitioner's reference to the technology as RESTORADERM in proposals to three potential business partners is not usage of the designation in a manner qualifying as use in trade.

**B. Petitioner has provided no evidence to support prior usage of the mark with goods.**

Petitioner's conclusion that his transfer to CollaGenex of samples of a base formulation for experimentation and development constituted sales of goods in trade under the Lanham Act belies Petitioner's own evidence, which establishes that the payments detailed in Petitioner's Response were made for services pursuant to a product development agreement.<sup>16</sup>

Petitioner's conclusion, further, defies common sense, resulting in a pained attempt to characterize this transaction in a manner resembling the concept of a sale, substituting legal standards for feeble arguments that payments CollaGenex made to Petitioner totaling nearly \$[REDACTED] over the course of five years "have their genesis" before the Priority Date and are the result of the "fruits of the sale initiated on or about 12 September 2001." On its face, the evidence shows that what CollaGenex was paying for was not a few bottles of an experimental formulation, but the expectation that it and Petitioner

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<sup>16</sup> See Sköld Brief Exhibit 4, Sköld Decl., ¶ 10 (explaining that the payments were for consulting services performed pursuant to a 2002 product development agreement entered into between the parties).

would work together for years in the hope of developing a profitable product based on the experimental formulation.

In any event, Petitioner's transfer, undisclosed to any third party, of samples of a base formulation for experimentation and development to a single recipient (namely, CollaGenex) does not constitute the type of transaction that can support commercial usage of a trademark, regardless of whether Petitioner characterizes it as a "transport" or "sale." See *Harod v. Sage Prods., Inc.*, 62 U.S.P.Q.2d 1022, 1028-29 (S.D. Ga. 2002) (finding that undisclosed, internal shipments and shipments to potential distributors did not confer proprietary rights in the mark at issue); *Walt Disney Prod. v. Kusan, Inc.*, 204 U.S.P.Q. 284, 287 (C.D. Cal. 1979) ("[A] shipment of a prototype game between an inventor and a manufacturer for consideration as to possible marketing . . . was not a public use for trademark purposes."); *Richardson-Vicks Inc. v. Franklin Mint Corp.*, 216 U.S.P.Q. 989, 991-92 (T.T.A.B. 1982) (finding the applicant did not establish use of the mark for skin cream, even under the more liberal "token use" doctrine in place at the time, and noting that "[a]t the time the shipment of [skin] cream [upon which the applicant alleged first use] took place, there was no specific product or products contemplated to be sold under said mark, applicant only having a somewhat vague concept that women's skin care products would be sold" and that the "applicant's skin care products [were] drawing board items" at that time).

**C. The record provides no support for the conclusion that Petitioner advertised or provided any services under the RESTORADERM mark.**

Petitioner's Response attempts to establish that Petitioner provided services to CollaGenex prior to the Priority Date, but it failed to provide evidence that he did so under the mark RESTORADERM. On the contrary, the record shows that Petitioner at all times identified his services only by his own personal name.

Petitioner offered no evidence of advertisements, letterhead, email signature blocks, business cards, invoices, or any other documents bearing the mark RESTORADERM in connection with Petitioner's promotion or rendition of any services. It is not because these documents do not exist. They



simply do not bear the term RESTORDERM. Prior to entering into the 2002 product development agreement, the parties executed a Letter of Intent, dated December 12, 2001, in which the parties “set out the initial understanding of both sides for a future agreement or agreements between [Petitioner] and CollaGenex.”<sup>17</sup> The Letter of Intent never once mentioned the term RESTORADERM, not even in the section entitled “CONSULTING AGREEMENT”:

“CollaGenex has agreed with you that concurrent but independent of any agreement(s) associated with the drug delivery technology and the resulting intellectual property, it will wish to enter into a consulting agreement with you. Such an agreement is likely to reflect a potential ‘roving ambassador’ role and is likely to be direct with the CollaGenex in the USA and not with a European based CollaGenex company.”

Moreover, Petitioner’s invoices sent to CollaGenex during the course of the parties’ product development activities pursuant to the 2002 agreement and subsequent 2004 agreement similarly made no mention of the mark.<sup>18</sup>

Even assuming that Petitioner sold or provided consulting services prior to Registrant’s Priority Date, Petitioner has provided absolutely no evidence that he did so using RESTORADERM as a designation to identify the source of the services, and notably, the evidence of record shows that he did not.

### **III. Conclusion**

As a reminder, Petitioner himself failed to identify priority and likelihood of confusion as a ground of cancellation in his original Petition for Cancellation (amended March 23, 2011). Giving Petitioner the benefit of the doubt, the Board, in its January 25, 2011 Order, identified two sentences in his Petition, which, if proved to be true, could entitle Petitioner to relief under a priority and likelihood of confusion ground. Now, over two years later and after extensive discovery, it is clear why Petitioner did not originally consider his claim to be based upon priority and likelihood of confusion—Petitioner has no evidence to support it. In his Response, Petitioner refused to acknowledge the applicable law, the legal

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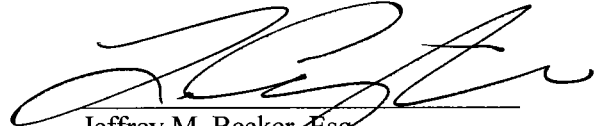
<sup>17</sup> See Registrant’s Reply, DeBoever Decl., ¶ 5, Exhibit A (Letter of Intent).

<sup>18</sup> See Registrant’s Reply, DeBoever Decl., ¶¶ 6-7, Exhibits B, C (Petitioner’s invoices).

standard for establishing priority, or his burden either at trial or in defeating the present Motion. More to the point, however, he came forward with no evidence sufficient to create a genuine issue of material fact to support priority of rights. Accordingly, the Board should grant Registrant's Motion for Summary Judgment and dismiss Petitioner's Petition for Cancellation in its entirety.

Respectfully Submitted,

Date: May 29, 2013



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Our Ref.: 0032994.00024

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
TRADEMARK TRIAL AND APPEAL BOARD**

**Thomas Sköld**  
Petitioner,

v.

**Galderma Laboratories, Inc.**  
Registrant.

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Cancellation No.: 92052897

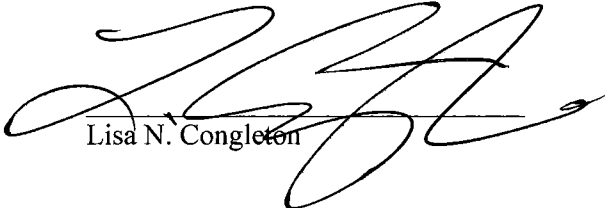
Mark: RESTORADERM

Reg. Nos.: 2,985,751 and 3,394,514

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 29th day of May, 2013, the foregoing *Reply in Support of Registrant's Motion for Summary Judgment* was served on Petitioner's counsel of record via email to the following:

Arthur E. Jackson  
Moser IP Law Group  
artjcksn@gmail.com  
docketing@mtiplaw.com

  
Lisa N. Congleton

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
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**Thomas Sköld**  
Petitioner,

v.

**Galderma Laboratories, Inc.**  
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Cancellation No.: 92052897

Mark: RESTORADERM

Reg. Nos.: 2,985,751 and 3,394,514

**DECLARATION OF JAKE DEBOEVER**

I, Jake DeBoever, declare as follows:

1. I am Associate General Counsel & Compliance Officer of Galderma Laboratories, L.P.
2. I am over the age of eighteen (18) and am competent to make this declaration.
3. I have personal knowledge of the matters which are the subject of this declaration.
4. I am authorized by Galderma Laboratories, Inc. to make these statements and to execute this declaration.
5. Attached as Exhibit A to this Declaration is a true and correct copy of a "Letter of Intent" dated December 12, 2001 and executed by Thomas Sköld and CollaGenex Pharmaceuticals.
6. Attached as Exhibit B is a true and correct copy of an invoice dated March 23, 2004 from Thomas Sköld to CollaGenex Pharmaceuticals indicating that the invoice is for consulting fees for services provided January 2004 through March 2004.
7. Attached as Exhibit C is a true and correct copy of an invoice dated September 10, 2004 from Thomas Sköld to CollaGenex Pharmaceuticals indicating that the invoice is for consulting fees for services provided from July 2004 through August 2004 and in September 2004.
8. As Associate General Counsel & Compliance Officer of Galderma Laboratories, L.P., I am a custodian of records for Galderma. The documents attached as Exhibits A – C to this Declaration have been maintained in the files of Galderma Laboratories, L.P.
9. I declare, under penalty of perjury under the laws of the United States of America and

28 U.S.C. § 1746, that the foregoing is true and correct, and that this declaration was executed this 29<sup>th</sup>  
day of May 2013 in Fort Worth, Texas.

A handwritten signature in black ink, appearing to read 'J. DeBoever', written over a horizontal line.

Jake DeBoever  
Associate General Counsel & Compliance Officer  
Galderma Laboratories, L.P.

D-2170714\_1

**Sköld v. Galderma Laboratories, Inc.**

Cancellation No. 92052897

Reply in Support of Registrant's Motion for Summary Judgment

**Declaration of Jake DeBoever**

**Exhibit A**



12th December 2001

Thomas Skold,  
Björnsård,  
S - 761 41 Norrtälge,  
Sweden.

Dear Mr. Skold,

#### LETTER OF INTENT

Further to various discussions and meetings between yourself; Robert Ashley and Jeffrey Day of CollaGenex Pharmaceuticals, Inc. and David Pettit of CollaGenex International Limited (collectively "CollaGenex"), the purpose of this Letter of Intent, which is Subject to Contract and, where applicable, to Due Diligence on planned Intellectual property, is to set out the initial understanding of both sides for a future agreement or agreements between you and CollaGenex and/or a company owned and controlled by CollaGenex.

#### BACKGROUND

CollaGenex has established a dermatology products franchise in the USA which is being expanded internationally and CollaGenex has expressed an interest in the acquisition and development of new drug delivery technologies and products for this franchise. You have invented and are developing a new topical drug delivery system which is capable of being patented in major jurisdictions (USA, Europe and Japan) without infringing the patent rights of third parties and you are prepared to assign the patent applications to CollaGenex and to undertake the formulation and stability work required to develop a base delivery vehicle capable of being marketed in its own right and to be further developed to provide stable formulations containing active substances for the treatment of dermatological conditions. These active substances are to be determined by CollaGenex.

#### INTELLECTUAL PROPERTY

Whilst no formal applications for patents have been made and your patent attorneys are still undertaking the necessary searches, you anticipate that patent applications will be made, in your name, by the end of February 2002 and you agree that once an agreement or agreements have been reached between you and CollaGenex that those patent applications, which will be subject to Due Diligence by CollaGenex's own patent attorneys, will be assigned to CollaGenex. It is also agreed that in the event of the Due Diligence establishing irresolvable deficiencies in the patent applications; or an opinion that patents would be unlikely to issue or that the patents applied for would appear to infringe the patent rights of third parties not associated with you or CollaGenex; that any agreement between you and CollaGenex, whether or not then executed, would become null and void and that no further claims as to development or any other costs could be made by you or any third party upon CollaGenex.

All trade marks associated with the drug delivery system; the proposed intellectual property; products deriving therefrom and products marketed or to be marketed by CollaGenex and/or any commercial partner of CollaGenex anywhere in the world shall be applied for and registered in the name of CollaGenex and be the exclusive property of CollaGenex.

#### CONSULTING AGREEMENT

CollaGenex has agreed with you that concurrent but independent of any agreement(s) associated with the drug delivery technology and the resulting intellectual property, it will wish to enter into a consulting agreement with you. Such an agreement is likely to reflect a potential "roving ambassador" role and is likely to be direct with the CollaGenex in the USA and not with a European based CollaGenex company.

#### DRUG DELIVERY TECHNOLOGY - FORMULATION & DEVELOPMENT

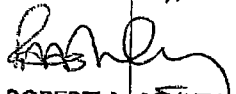
It is agreed between us that the development of a stable formulation of the drug technology is key to both sides going forward and that such formulation should be cosmetically acceptable; capable of gaining intellectual property protection both itself and in combination with active substances that do not infringe the intellectual property rights of others and capable of achieving stable formulations with active substances that will then be subject to ensuing intellectual property. This base product or "vehicle" should be developed and placed on stability between December 2001 and February 2002 and its formulation will form the basis of the patent applications which are likely to be filed in February 2002. The "vehicle" will be subjected to three months accelerated stability always bearing in mind that real time stability time points will be required for regulatory purposes in the future.

#### REGULATORY APPLICATIONS

Regulatory applications for marketing authorisations for the vehicle and products containing an active substance will be applied for by, and held in the name of, CollaGenex.

This letter of intent is subject to the execution of appropriate agreements between you and CollaGenex and is provided to set out the initial understandings of both sides. It would be appreciated if you could countersign the enclosed duplicate copy of this letter as your acceptance of its terms.

Yours sincerely,

  
ROBERT A. ASHLEY  
Senior Vice President

ACCEPTED AND AGREED

Signed  (Thomas Skold)

Date 10-12-2001



**Sköld v. Galderma Laboratories, Inc.**

Cancellation No. 92052897

Reply in Support of Registrant's Motion for Summary Judgment

**Declaration of Jake DeBoever**

**Exhibit B**

**THOMAS SKÖLD  
BJÖRNÖ GÅRD  
S-761 41 NORRTÄLJE**

INVOICE Nr 125

Date. 10 September, 2004

CollaGenex Pharmaceuticals  
41 University Drive  
Newtown, PA 18940

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July-Aug payments according to agreement dated 11 Feb. 2002  
Sept. payments according to agreement dated 19 Aug. 2004

Consulting fee July – Aug, 2004  
Consulting fee September, 2004

\$ [REDACTED]  
\$ [REDACTED]

**TOTAL TO PAY**

**\$ [REDACTED]**

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**CLIENT NR 1 INVOICE NR 125 PAYMENT DUE 10/10-2004**

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THOMAS SKÖLD  
BJÖRNÖ GÅRD  
761 41 NORRTÄLJE

TELEFON [REDACTED]  
TELEFAX [REDACTED]  
E-MAIL: [REDACTED]

BORN 631127-1115  
IN NORRTÄLJE, SWEDEN

SWIFT ADDRESS; HANDSESS 6140-100955088

HANDELSBANKEN, SWEDEN phone [REDACTED]

**Sköld v. Galderma Laboratories, Inc.**

Cancellation No. 92052897

Reply in Support of Registrant's Motion for Summary Judgment

**Declaration of Jake DeBoever**

**Exhibit C**

THOMAS SKÖLD  
BJÖRNÖ GÅRD  
S-761 41 NORRTÄLJE

INVOICE Nr 133

Date. 23 March, 2004

CollaGenex Pharmaceuticals  
41 University Drive  
Newtown, PA 18940

Payments according to agreement dated 19 Aug. 2004

Consulting fee Jan – March, 2004

\$ [REDACTED]

TOTAL TO PAY

CLIENT NR 1 INVOICE NR 133 PAYMENT DUE 23/4-2005

THOMAS SKÖLD  
BJÖRNÖ GÅRD  
761 41 NORRTÄLJE

TELEFON [REDACTED]  
TELEFAX [REDACTED]  
E-MAIL: [REDACTED]

BORN 631127-1115  
IN NORRTÄLJE, SWEDEN

Voucher # 52680

Cancel ☐

Pre-Paid ☐

Credit Memo ☐

SWIFT ADDRESS; HANDSESS 6140-100955088

HANDELSBANKEN, SWEDEN phone [REDACTED]

A/C # 2303

Approval [Signature]

Date 3/03